MEMORANDUM

DATE:

September 14, 2016

"ORIGINAL"

TO:

CITY CLERK

FROM:

Shelby Reisinger

Procurement Management Department

SUBJECT:

Authorization to Release Contract

CONTRACT:

#20160140

CONTRACT TITLE:

Lobbying Services

VENDOR NAME:

Gray Robinson, P.A.

VENDOR ADDRESS:

301 South Bronough Street, Suite 600

CITY & STATE:

Tallahassee, FL. 32301

APPROVED BY COUNCIL: August 22, 2016

13a) - GRAY-ROBINSON P.A., LOBBYING SERVICES, #20160140, \$50,000PER YEAR, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, RATE TO REMAIN

FIRM FOR 5 YEARS FROM DATE OF NOTICE TO PROCEED

Please sign one original and return to Shelby Reisinger in Procurement Management Department.

Thank you.

RECEIVED

SEP 14 2016

Procurement Management Department

RECEIVED

SEP 1 4 2016

CITY MANAGER'S OFFICE

CITY OF PORT ST. LUCIE CONTRACT #20160140

This CONTRACT, executed this <u>/S</u> day of <u>September</u>, 2016 by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, ,GrayRobinson, P.A., located at 301 South Bronough Street, Suite 600, Tallahassee, FL 32301, Telephone No. 850 577 9090 Fax No. 850 577 3311, hereinafter called "Consultant", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

SECTION I NOTICES & DESCRIPTION OF SERVICES TO BE PROVIDED

The scope of work that the Consultant has agreed to perform pursuant to E-BID#20160140, Lobbying Services, in accordance with the Request for Proposal, Contract documents and all addenda.

Notices

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email (with receipt confirmed), or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

City Contract Administrator: Procurement Management Department

Attn: Cheryl Shanaberger, MPA, CPPO, Director

City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, FL. 34984

Telephone 772 871 7390 Fax 772 871 7337

Email: Cheryls@cityofpsl.com

City Project Manager:

Daniel Holbrook, Assistant City Manager

City of Port St. Lucie

121 SW Port St. Lucie Blvd. Port St. Lucie, FL. 34984

Telephone 772 344 4042 Fax 772 871 5248

Email: dholbrook@cityofpsl.com

Consultant:

GrayRobinson, P.A.

Dean Cannon

301 South Bronough Street, Suite 600

Tallahassee, FL 32301

Telephone # 850 577 9090 Fax # 850 577 3311

Email: dean.cannon@gray-robinson.com

Scope of Work

1. Develop an overall strategy with staff to ensure issues of concern to the City are addressed to the

City's satisfaction.

2. Devise an overall funding strategy in light of shrinking opportunities.

3. Identify relevant funding opportunities that may arise for which the City may qualify to

apply; assist staff in submitting grant requests.

4. Work with the Florida delegation (Executive Branch and administrative offices, Florida Senate and House of Representatives) to ensure their understanding and support of projects for which the City is seeking assistance.

5. Draft letters to the members regarding issues of interest and concern to the City, thank

you letters to staff after meetings or letters of appreciation.

6. Review on a continuing basis all existing and proposed State policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City as to these matters.

7. Provide legal and legislative expertise and consulting services.

8. Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local governments and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City and make recommendations on policy.

9. Assist the City Council and City staff in the coordination and development of the City's

legislative program and appropriation requests.

- 10. Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the City's adopted legislative program are considered, as well as other that may arise that affect the City.
- 11. Work with the City Council, staff, and the St. Lucie County Legislative Delegation to develop special or general legislation in keeping with, or supportive of, the City's adopted legislative program.

12. Develop and implement strategy for the support, opposition, or amendment of pending

legislation by tracking bills regularly.

- 13. Testify and lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the City, during the annual legislative session, extended, or special session(s) and at legislative committee meetings and meetings of the St. Lucie County Legislative Delegation.
- 14. Appear and testify before state agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained

in the City's legislative program. Upon request by the City, assist the City in coordinating applications and obtaining State permits and grants. The Consultant is not expected to prepare permit or grant applications.

15. Upon request, coordinate appointments/meetings between the City Council or other City

staff, and appropriate state officials and legislators.

Deliverables

Required reports may include but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations, and other state policies or programs that affect the City and its citizens either directly or indirectly.

The Consultant shall provide written daily reports during the legislative session of Bills and issues. A summary report shall be provided at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that City administrators or elected officials may implement.

> Consultant shall provide written reports that summarizes the status of the City's legislative priorities provided within one (1) week of the closing of the session.

- > The Consultant shall provide a detailed final written report on specific legislation and new requirements affecting the City within thirty (30) calendar days from the close of session.
- The Consultant shall provide at least monthly periodic written reports during the months that the legislature is not in session, on issues of interest or concern to the City. Such information may include, but not necessarily be limited to, action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.

SECTION II TIME OF PERFORMANCE

Contract period shall start October 1, 2016, and terminate September 30, 2021, which is five (5) years. In the event all work required in the proposal specifications has not been completed by the specified date, the Consultant agrees to provide work, at no additional cost to the City as authorized by the Contract Supervisor until all work specified in the proposal specifications has been rendered

SECTION III RENEWAL OPTION

The parties may mutually agree to extend the term of this agreement for additional five (5) year periods as needed. The fee shall be mutually agreed upon with each five (5) year renewal

SECTION IV COMPENSATION

The total amount to be paid by the City to the Consultant will be an annual firm fixed fee of \$50,000.00 for a term of Five (5) years. The City will pay to the Consultant a one-time \$10.00 indemnification fee. The annual fee shall be paid in monthly equal payments. The City will not pay for out-of-pocket expenses including, but not limited to, office supplies, copies, travel, training, meals, and so forth.

The Consultant shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work. Schedule of value for task and time will be set out as per proposal.

Fixed fee is to include all reimbursable items including in-state travel, training, meals, copies and so forth. Travel expenses incurred for travel outside of the State of Florida shall be at the City's request, must to pre-approved in writing by the City and will be paid at the per diem rate established by the City.

<u>Progress Payments</u>- The Consultant shall be compensated for all work under this agreement at \$ per month payable on or before the 10th day of each month. Payment will be made using the City's VISA Procurement Card or Purchase Order. All invoices and correspondence relative to this Contract must contain the City's contract number and Visa Authorization number or Purchase Orders.

ECTION V CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Request for Proposal and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION VI INDEMNIFICATION/INSURANCE

The Consultant agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to,

reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the construction contract. As consideration for this indemnity provision the Consultant shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG2026) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent Consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. Consultant will provide Cyber Liability coverage. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract # 20160140-Lobbying Services". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional

Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent Consultants and sub consultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Consultant to ensure that all subconsultants comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

A failure on the part of the Consultant to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION VII

PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any sub consultants, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VIII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by Director of Procurement Management Department or their designee as representing the City or the City Manager or his designee as representing the City when the cost is \$25,000.00 or more. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be paid at cost. No administration mark-ups will be paid. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be binding to all parties, final and conclusive.

SECTION IX COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All work performed shall comply with all federal, state, and local laws and regulations. Consultant shall comply with all ADA requirements for all entire work product including marketing material and avenues used for marketing such as web sites and so forth. Consultants and sub consultants shall comply with § 119.0701, Fla. Stat. (2013). The Consultant and sub consultants are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/).

- 2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
- 3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- 4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
- 5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984 (772) 871 5157 prr@cityofpsl.com

SECTION X ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order or work authorization issued relative to this Contract, and those contained in this Contract and the RFP herein referenced, the terms of this Contract and RFP herein referenced shall apply.

SECTION XI LICENSING

Consultant warrants that he possesses all licenses and certificates necessary to perform the required work and is not in violation of any laws. Consultant warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XII SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property.

SECTION XIII ASSIGNMENT

Consultant shall not delegate or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XIV TERMINATION

If the Consultant refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Consultant thirty (30) days' notice in writing. Upon delivery of said notice, the Consultant shall discontinue all

Page 10 of 13 Final

services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder, and no charges, penalties or other costs shall be due Consultant except for work timely completed.

SECTION XV LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

SECTION XVI APPROPRIATION APPROVAL

The Consultant acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XVII PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XVIII TRUTH-IN-NEGOTIATIONS

N/A

SECTION XIX CONFLICT OF INTEREST

The City hereby acknowledges that the Consultant may be performing professional services for private firms. In the event the Consultant becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the consultant, the Consultant shall immediately notify the Project Manage in writing, of such conflict. Written notice may be in the form of e-mail notification. The City Manager and Project Manager shall

determine whether a conflict of interest exists. The Consultant shall each year submit a list of clients to the Project Manager.

SECTION XX ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(Balance of Page Left Blank)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA
By: Dapme
City Manager
By:
Authorized Representative of Gray Robinson, P.A.
State of: Florida
County of: Leon
Before me personally appeared: Wean (Qun O) (Please plint)
Please check one:
Personally known
Produced Identification:
(Type of identification)
and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that executed said instrument for the purposes therein expressed. (s/he)
WITNESS my hand and official seal, this 30% day of hand and official seal and hand h
Notary Signature Notary Public-State of
- 100 x 1000
My Commission Expires 2 2 2 (Seal)